



**CITY OF ROCKVILLE  
111 MARYLAND AVENUE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 45-15  
IRRIGATION SYSTEMS MAINTENANCE AND REPAIR**

Sealed bids addressed to the City of Rockville, Maryland for **IRRIGATION SYSTEMS MAINTENANCE AND REPAIR** will be received at the Purchasing Office, City Hall, 111 Maryland Avenue, Rockville, Maryland 20850 until THURSDAY, JULY 9, 2015 by **2:00 PM**.

The bidder shall assume full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will **not** be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor & Council Chambers, City Hall, 111 Maryland Avenue, Rockville MD, 20850.

**ADMINISTRATIVE BIDDING REQUIREMENTS AND INSTRUCTIONS**

**1. Procurement Rules:**

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will **not** be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.
- B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

1. The term “**Invitation for Bid**” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.
2. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
3. The term “**bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
4. The term “**City**” means the City of Rockville.
5. The term “**Contractor**” means a bidder that is awarded a contract as a result of this IFB.
6. The term “**day**” means calendar day unless otherwise specified in this document.
7. The term “**dollar**” and the symbol “\$” mean United States of America dollars.
8. The terms “**you**” and “**your**” means the same as the term “**bidder**” above.
9. All references to a time of day are references to the time in Montgomery County, Maryland, USA.

2. Proposed Schedule:

- A. IFB release date – Thursday, June 18, 2015
- B. Pre-Bid Conference(not mandatory) – Thursday, June 25, 2015 10AM
- C. Questions Due – Thursday, July 2, 2015
- D. IFB closing date – Thursday, July 9, 2015**
- E. Opening/Reading of bids – Thursday, July 9, 2015

**PRE-BID CONFERENCE**

A pre-bid conference is scheduled for **THURSDAY, JUNE 25, 2015 at 10 A.M.** at the City of Rockville Public Works Facility training room, 14625 Rothgeb Drive, Rockville, Maryland, 20850. Vendors are encouraged to visit all sights prior to the pre-bid conference. Failure to attend the pre-bid conference may result in a significant decrease in understanding the scope of work. **Attendance is highly recommended but not required.**

**SUBMISSION**

Bid submissions shall be provided in duplicate (one original and one copy). Bid shall be submitted in a sealed container labeled as follows:

**IRRIGATION SYSTEMS MAINTENANCE AND REPAIR**

Name and address of Bidder

Bid Number 45-15

Closing Date

All bids shall be addressed and delivered by the date and time specified to:

City of Rockville  
Attn: Purchasing Division  
111 Maryland Avenue  
Rockville, Maryland 20850

**BID RELATED QUESTIONS**

Technical and contractual questions pertaining to this bid shall be directed to:

Jessie J. Woods  
Buyer I  
City of Rockville  
Purchasing Division  
111 Maryland Avenue  
Rockville, MD 20850  
Telephone (240) 314-8431  
E-mail: [jessie.woods@rockvillemd.gov](mailto:jessie.woods@rockvillemd.gov)

**AWARD**

Award will be made to the lowest responsive and responsible bidder(s) complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City to accept.

Upon award, the City will issue contracts to the chosen bidder in amount to be determined at the time of award based on available funding.

**ADDENDUM**

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to acknowledge an Addendum with your response may result in disqualification of proposal.

**AGREEMENT**

The City of Rockville reserves the right to require the successful bidder to complete a two party standard form of agreement. See sample contract on pages 37-39.

### **INSURANCE**

The successful contractor shall meet all of the insurance requirements contained within this document. Contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation.

### **NOTICE TO BIDDERS**

"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

### **W-9 FORM REQUIRED**

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be down loaded from: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

### **US TREASURY IDENTIFICATION NUMBER**

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

### **QUALIFICATION TO CONTRACT WITH PUBLIC BODY**

Bidders must be qualified to bid in the state in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

### **DISABILITY INFORMATION**

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.



**CITY OF ROCKVILLE MARYLAND**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**  
NON-CONSTRUCTION – 10/2012

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
  - Bid proposal page(s) in duplicate
  - Non-collusion/non-conviction affidavit
  - References, if requested
  - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
  - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
  - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;
  - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by

objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.

- d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
  - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid. See page 21 for service items in which the award will be based on.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance on previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
  - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the Contractor decline the City's right to exercise any option period, the City may consider the Contractor in default, which may affect that Contractor's eligibility for future contracts.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**  
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **ELECTRONIC PAYMENT OPTION**  
The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:  
<http://www.rockvillemd.gov/business/payment>
26. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
27. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
28. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and

such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

29. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
30. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
32. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
33. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
34. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
35. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
36. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Contract Administrator, Lew Dronenburg or Jason Beale, shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Contract Administrator.
37. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's



employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

38. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address: [http://www.rockvillemd.gov/business/Rockville\\_Confidentiality\\_Policy.pdf](http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf).
  
39. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
  
40. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
  
41. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause  
  
If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.
  
42. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Contract Administrator shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Contract Administrator, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
  
43. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
  
44. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such

article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

45. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.
  
46. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
  
47. **SUBCONTRACTING** Subcontractors are **not** allowed for this project. Exceptions will **not** be granted.
  
48. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
  
49. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
  
50. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
  
51. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense,

and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

## INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

### MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
<b>1. Workers' Compensation</b> <b>2. Employers' Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
<b>3. Commercial General Liability</b>  a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
<b>4. Automobile Liability</b>  a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>Form CA20 48 02 99 form to be both signed and dated.</b>
<b>5. Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
<b>6. Professional Liability (if applicable)</b>	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

### POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a

new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

**ADDITIONAL INSURED**

**The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured** on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

**CERTIFICATE HOLDER**

**The Mayor and Council of Rockville**

**IFB 45-15, IRRIGATION SYSTEMS MAINTENANCE AND REPAIR**

City Hall  
111 Maryland Avenue  
Rockville, MD 20850

## SPECIAL PROVISIONS

### 1. PURPOSE

The purpose of this solicitation is to establish a contract with a qualified Contractor for all labor, supervision, equipment and materials necessary for preventive maintenance, winterization, spring start up, routine and emergency repair services for irrigation systems and quick coupling systems at City Parks and Athletic Fields.

### 2. LOCATIONS AND TYPES OF SYSTEMS

The systems are located at the following sites:

	Location	Address	Component	Qty
1.	<u>Dogwood Park</u> System #1 (Lower Field)	800 Monroe St	Rainbird ESP – ME controller Number of Heads (Rainbird 900) Number of Heads Quick Coupling	11 4 2
2.	<u>Dogwood Park</u> System #2 (Upper Field)	800 Monroe St	Rainbird ESP – ME controller Number of Heads (Rainbird 900) Number of Heads Quick Coupling	4 3 2
3.	<u>Mark Twain</u>	14501 Avery Rd	Rainbird EST – 16 MC w/cycle and soak Number of Heads Number of Stations	35 15
4.	<u>Mattie J T Stepanek Park</u> (2 football fields)	1800 Piccard Dr	Hunter ACC controller w/functional pump Number of Heads Quick Coupling	1 24 4
5.	<u>Broome Athletic Park</u>	751 Twinbrook Pkwy	Rainbird ESP – ME controller Number of Heads (Rainbird 900) Number of Heads (Rainbird 700) Number of Heads Quick Coupling	8 1 6 1
6.	<u>Courthouse Square Park</u>	29 Courthouse Sq	Rainbird Controller Number of Heads (Toro Super 700 Series) Number of Heads (Toro 300 Series) Number of Heads (Toro 570Z Series) Quick Coupling Toro Electric Valves Water Stations	1 12 42 134 8 19 23
7.	<u>Veterans Park</u>	600 Rockville Pike	Hunter Controller Number of Heads (R50FC Pop Up Rotor) Remote Control Valves Quick Coupling Water Stations	1 42 8 6 9
8.	<u>King Farm Park*</u>	401 Watkins Pond Blvd	Quick Coupling	12
9.	<u>Civic Center Park*</u>	603 Edmonston Dr	Quick Coupling Water Meter Crocks	8 3
10.	<u>Village Green Park*</u>	401 Casey Ln	Quick Coupling Water Meter Crocks	2 1
11.	<u>Mary Trumbo Park*</u>	Park Rd at Grandin Ave	Quick Coupling	1

**\*These locations are quick coupling systems only**

### **3. CONTRACT TERM**

The initial contract term shall be from date of award through June 30, 2016 with the option to extend the contract for four (4) additional one-year terms.

Multiyear contracts will be continued each fiscal year only after funding appropriation and program approval have been granted by the Mayor & Council of Rockville. In the event funding is not granted, the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

Should the Contractor decline the City's right to exercise any option term, the City may consider the vendor in default which may affect that Contractor's eligibility for future contracts.

### **4. CONTRACTOR QUALIFICATIONS**

Contractor shall have a minimum of five (5) consecutive years' experience in irrigation systems maintenance and repair, regularly engaged in the performance of the specified work.

Contractor shall perform all specified work using skilled, bonded, and licensed technicians; supervised and directly employed by the Contractor.

Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall have available at all times a dedicated line for facsimile machine, an email address and telephone number for 24 hour, 7 days a week, communication between the Contractor and the City's Contract Administrator.

In the event of an emergency, calls outside normal business hours (nights, weekends and holidays), the Contractor shall provide a contact name and telephone number, or provide the telephone number to a voice mail paging system or answering service. Messages left on voice mail or with an answering service must be responded to within 30 minutes after the call is placed.

The Contractor must be licensed and bonded in the State of Maryland. All work shall be in compliance with applicable federal, state, local, EPA codes and regulations.

### **5. REFERENCES**

Contractor shall be required to provide five (5) references of current irrigation systems maintenance and repair contracts in similar size and services, preferably from a local, county, state or federal government, school district or college entity. The completed City of Rockville Contractor's Reference form (page 34-35) must be completed and submitted with the bid.

### **6. CONTRACT VALUE**

This is a requirements contract for providing a readily available source to serve at the City's discretion for the services specified. The quantities listed are the City's best estimate and are not to be taken as a guarantee of any specific dollar expenditure.

The City reserves the right to add or delete areas under this contract. Cost for additions will be based on location and heads, using the unit price calculated from the proposal.

The City retains the right to reduce or increase service including service frequency, number of sites, and size of irrigation system at any time.

## **7. SITE VISITS**

Interested bidders are encouraged to visit all locations to determine size and site conditions. The act of submitting a bid is to be considered acknowledgement by the bidder that they have visited the site, taken field measurements and are familiar with the conditions and requirements affecting the required work. Failure to do so will not relieve the successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this bid.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the bidder to fulfill in every detail all requirements set forth herein.

## **8. PRICE ADJUSTMENTS**

All bid prices shall be firm from contract award for two years.

Bid prices shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative costs, taxes, materials, insurance and equipment normal and customary to the trade.

A request for a price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington, DC Metropolitan Area by the United States Department of Labor's Bureau of Labor Statistics for the specific commodity or service group being provided by the Contractor under this contract. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment.

A price increase and supporting documentation shall be submitted in writing to the Purchasing Office, City Hall, 111 Maryland Avenue, Rockville, MD 20850. If approved, the price increase shall be effective sixty (60) days from the date of receipt of the Contractor's request and shall be in effect for a period of one year.

## **9. SUBCONTRACTING**

There shall be **NO** subcontracting or assignment of work delegation.

## **10. ADDITIONAL SERVICES**

While the City has listed all major services on the bid solicitation, which are utilized by City departments in conjunction with its operations, there may be ancillary services that must be purchased by the City during the term of this contract. Under these circumstances, a City



representative will contact the vendor to obtain a price quote for the ancillary services. If there are multiple vendors on the contract, the City representative may also obtain price quotes from these vendors. The City reserves the right to award these ancillary services to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

## **11. WORK SCHEDULE**

Regular working hours will be from 7:00 a.m. to 5:00 p.m., Monday – Friday, excluding weekends and City of Rockville holidays. Any changes to these work hours must be approved by the Contract Administrator in advance. City holidays include:

New Year's Day	Martin Luther King's Birthday	Veteran's Day
President's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day (and day after)	Christmas Day

## **12. RESPONSE TIME**

Response time for routine, as-needed services shall be within seventy-two (72) hours after receipt of a call from the contract administrator or an authorized City representative.

## **13. EMERGENCY SERVICE**

Contractor shall provide emergency service 24 hours per day year round. Emergency service shall include service requested by the Contract Administrator or department designee after normal business hours (after 5:00 p.m.) Monday – Friday, weekends and holidays. Contractor shall respond to the emergency service request within 30 minutes and be able to arrive at the location of the emergency within **two hours** after call is received. In the event the contractor is nonresponsive, the City reserves the right to contact an alternative source to fit the needs of the City. Only hours worked on site shall be paid under this contract. Time spent for transportation of employees, material acquisition, handling and delivery, or for movement of Contractor's owned or rented equipment is not chargeable directly but is overhead and all costs shall be included in the fixed hourly rates requested on the bid proposal form.

## **14. EXISTING UTILITIES**

If required for any service work or repairs, the Contractor shall be responsible for locating all existing underground utilities in the work area and if in conflict with the proposed scope of work, seek acceptable modifications after consultation with the Contract Administrator.

## **15. AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**

Although this Invitation to Bid is specific to the Parks & Facilities Division, it is hereby agreed and understood that any City department may avail itself of this contract and purchase any and all items specified herein from the Contractor at the contract prices established herein. Under these circumstances, a separate purchase order shall be issued by the City, which identifies the requirements of the City department requesting the services.

## **16. USE OF CONTRACT BY OTHER PUBLIC BODIES**

Bidders are advised that the resultant contract may be extended, with the authorization of the awardee, to other public bodies, or public agencies or institution of the United States to permit

their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to sue the final contract, the Contractor(s) must deal directly with that public body concerning the placement or orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Rockville acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have NO EFFECT on consideration of your bid.

It is the Contractor's responsibility to notify the public body of the availability of the contract.

The City of Rockville shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

### **17. ACCESS TO LOCATIONS**

Contractor shall be given access to all the locations by the Contract Administrator or department designee.

### **18. EMPLOYEES**

Contractor shall maintain a fully qualified work force and shall make available throughout the period of the contract a sufficient number of employees to perform the required services within the hours indicated in the schedule and respond to more than one job at any given time should the need arise.

Contractor's employees must be in uniform and display a neat and clean appearance. All employees must be pleasant, courteous and conduct themselves in a professional manner to the public and City staff.

Contractor's employees are to carry identification as prepared by the Contractor. Identification information will include the employee's full name, photograph, company name, address, telephone number and the employee's identification number.

### **19. SAFETY AND CLEANLINESS**

Contractor shall provide for a neat, clean, and safe environment at all times during all work. Vehicles and all other equipment utilized on the contract must be in proper working order and present a neat, clean appearance.

Any fluid spills or spoils generated from equipment operations or maintenance are the sole responsibility of the contractor and must be handled according to all applicable regulations. All spills shall be cleaned up and damage repaired at the cost of the contractor.

Whenever the Contractor leaves a location, that location shall be clean, safe, and free of any equipment and other materials related the work.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions with the work. The Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials
- Other property at the site or adjacent thereto.

The Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

Contractor shall assume full responsibility for any and all damages or claims for damage, for injury to persons, property, and equipment, which might result from any services performed under this contract.

It is the responsibility of the contractor to bring all hazardous situations to the immediate attention of the Contract Administrator.

## **20. ACCIDENT PREVENTION AND PROTECTION OF CITY PROPERTY AND OCCUPANTS**

Contractor shall exercise precautions at all times for the protection of persons and property. Contractor(s) performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Contractor. Barricades and/or signage shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator.

The contractor shall be responsible for coordinating with the City of Rockville police department any traffic control measures. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the workday, and shall provide all necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to all persons and vehicles in the work area. Blocking of public streets shall not be permitted without written consent of the City police department.

The Contractor must comply with any and all Maryland State Highway Safety Regulations (Work Zone Traffic Control – Standards & Guidelines) concerning traffic flow. The Contractor will be held liable for all accidents or injuries resulting from negligence on the part of the Contractor, his agents, or employees.

While working on State, County, or City roadways, the area must be posted with warning signs and employees must wear Class II safety vests.

## **21. DEFICIENCIES IN WORK**

Contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the bid specifications regardless of project completion status. All corrections shall be made within two calendar days after such rejected defects,

deficiencies, and/or non-conformances are verbally reported to the Contractor by the Contract Administrator. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified the City may, at its sole discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within three calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the City shall place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the Contractor for these costs; either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the City may terminate the contract for default.

## **22. LABOR, MATERIALS, AND EQUIPMENT**

Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance.

Contractor's equipment shall be of commercial quality, size and type suitable for the tasks specified in the requirements of this bid. All equipment and vehicles shall be kept and maintained in safe, optimum operation condition without leaking fuel or fluids. Contractor's vehicles used in the execution of this contract shall have the company name and and/or logo prominently displayed on both sides of the vehicle and be clean, maintained and painted to present a neat, professional appearance. In addition, all vehicles and equipment used at the job site shall be in proper working order and meet all current local, state and federal safety requirements.

The majority of irrigation systems to be covered under this contract are Toro and Rainbird brand. All replacement components for each system shall be OEM (original equipment manufacturer) in order to assure proper working order of each system, and to ensure that no warranties are voided.

Substitutions of materials other than OEM will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted component must be completely compatible with the original and must be approved in advance by the Contract Administrator. All repairs to the system shall be identical to the original installation unless otherwise approved in advance by the Contract Administrator.

The Contractor is required to furnish all materials; however, the City of Rockville reserves the right to furnish materials for work performed under the contract, when deemed in the City's best interest. Any and all materials and equipment provided by the Contractor shall be provided at cost to the City.

The City reserves the right to inspect the Contractor's material, workmanship and equipment at any time and to perform such investigations as may be deemed necessary.

### **23. MATERIAL SAFETY DATA SHEETS**

By law, the City of Rockville will not receive any materials, products, or chemicals, which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received.

Maryland's Access to Information About Hazardous and Toxic Substances Law (The Right-To-Know Law) requires the City to maintain and distribute Material Safety Data Sheets (MSDS) for all hazardous materials used in City facilities. To meet this requirement, all products used as a result of this Invitation for Bid in which hazardous materials are present, require a current MSDS published by the respective manufacturer for the specific formulation of the product shipped. MSDS shall be sent to the Contract Administrator prior to the use of materials at City facilities. The City reserves the right to require a MSDS for any product.

### **24. STORAGE**

No materials or equipment shall be stored at any of the City facilities or on City property.

### **25. ACCEPTANCE AND PAYMENT**

The Contract Administrator shall make payment upon final inspection and acceptance of the work. Payment shall not be made for any work or material in any given delivery or shipment until the material has been properly accounted for, both as to quantity and compliance with the specifications, and accepted by the Contract Administrator. All warranties shall be provided to the City prior to final payment.

The invoice, with the Purchase Order number referenced, shall be directed to:

City of Rockville, Department of Recreation and Parks  
Attn: Alexandra Kramer  
14625 Rothgeb Drive  
Rockville, Maryland 20850

### **26. CONTRACT ADMINISTRATOR**

After award all questions or concerns shall be addressed to:

Jason Bible, Parks Services Manager  
City of Rockville  
Department of Recreation and Parks  
14625 Rothgeb Drive  
Rockville, MD 20850  
Telephone: (240) 314-8703  
Email: [jbible@rockvillemd.gov](mailto:jbible@rockvillemd.gov)

## **27. TECHNICAL CONTACTS**

After award all technical questions or concerns shall be addressed to:

Bob Cockrell, Parks Maintenance Specialist  
City of Rockville  
Department of Recreation and Parks  
14625 Rothgeb Drive  
Rockville, MD 20850  
Telephone: (240) 314-8706  
Email: rcockrell@rockvillemd.gov

Bill Grund, Athletic Field Supervisor  
City of Rockville  
Department of Recreation and Parks  
14625 Rothgeb Drive  
Rockville, MD 20850  
Telephone: (240) 314-8742  
Email: bgrund@rockvillemd.gov

## **TECHNICAL SPECIFICATIONS**

### **1. SCOPE OF WORK**

The contractor shall provide all labor, material, and equipment necessary to perform routine service and emergency calls on all types, makes and sizes of irrigation systems. Contractor shall have a working knowledge of the functionality of the components of irrigation systems. An irrigation system consists of a carefully engineered assembly of pipes, backflow prevention device, valves, sprinkler heads, electrical wires and other hardware. All components of the irrigation systems are covered under this contract.

The contract will provide for preventative maintenance, spring start up, winterization, minor/major repair, and equipment inspections. Contractor shall perform preventative maintenance and repairs in order to keep the irrigation systems operational to the required performance levels as designed by the original equipment manufacturer.

### **2. QUICK COUPLING SYSTEMS LOCATIONS**

The following locations have only quick coupling systems:

- King Farm Park
- Civic Center Park
- Village Green Park
- Mary Trumbo Park

The systems at these locations supply water from a main supply line to one or more quick coupler connections.

Winterization and spring start up are not required for Village Green Park and Mary Trumbo Park.

### **3. WINTERIZATION REQUIREMENTS**

Winterization must be completed on all systems within the first week of November. (With the exception of Village Green Park and Mary Trumbo Park)

Winterization shall include the following procedures that shall be performed in accordance with manufactures specifications for each system:

- A. Blow out water using appropriate size air compressor. The compressor shall have a capacity range of 185 to 250 CFM (cubic foot per minute), and shall be regulated to an industry acceptable range of 40 to 60 PSI (pounds per square inch), by use of a pressure regulator.
- B. Contractor shall take measures to preclude excessive friction and heat build-up, due in part, to the rapid induction of forced pressurized air into the irrigation system during blowout.
- C. Reseal piping to prevent infiltration of ground water.

Contractor shall provide fixed pricing for winterization for each year of the contract to include all labor and materials for each system.

#### **4. SPRING START UP REQUIREMENTS**

Spring start up must be completed on all systems within the first week of April. (With the exception of Village Green Park and Mary Trumbo Park)

Spring Start-Up shall include the following procedures that shall be performed in accordance with manufactures specifications for each system:

- A. Check the system for obvious external damage and missing heads
- B. Fill the system and check for breaks/leaks, proper operation and water distribution.
- C. Remove, clean, and replace clogged and or buried heads.
- D. Recalibrate and adjust all aspects of each system.
- E. Each head and/or quick coupling shall be tested for proper operation.
- F. All electrical components shall be powered up, inspected and tested for proper operation.

Contractor shall provide fixed pricing for spring start up for each year of the contract to include all labor and materials for each system.

Contractor shall alert the Contract Administrator immediately of any repairs needed as found in the spring start up.

If broken and/or damaged parts are found during spring start up inspection, the Contract Administrator and the Contractor shall determine if breakage is the result of freezing caused by faulty Winterization, or if others cause the breakage or damage to the system. If breakage is the result of freezing, due to improper Contractor Winterization, the Contractor shall make the needed repairs at no cost.

#### **5. BACKFLOW PREVENTION**

The point at which a non-potable water source connects to the main water supply is referred to as a cross-connection, which occurs at the POC (point of connection). Since water in an irrigation system is subject to contamination, the potable water supply is in danger of contamination if water from the irrigation system flows back into the piping system. This situation, called backflow, is the unwanted reversal of the water flow through a cross connection. To prevent backflow from occurring, all locations have a backflow prevention device. Backflow prevention devices allow flow in one direction only and contain seals, springs and moving parts that are subject to wear and fatigue.



The Contractor shall inspect the backflow prevention device at each location for proper operation only. Government required backflow required inspections (as regulated by the state, county, WSSC, etc.) shall be performed by our plumbing contractor). Inspections and repairs on all systems shall be completed by the City's plumbing contractor.

The contractor shall report any noticeable problems with a backflow prevention device to the Contract Administrator.

## **6. STANDARD SYSTEMS REPAIR**

The Contractor shall repair and maintain all equipment covered under this Contract in compliance with the requirements of manufacturer's specifications and guidelines.

Irrigation work will include maintenance and repair of all the components of the irrigation system.

The Contractor shall perform all services utilizing, at a minimum, the following guidelines:

- A. Broken Irrigation Lines – Broken underground irrigation lines shall be repaired in accordance with all applicable codes.
- B. Broken Heads – Broken heads shall be replaced with new identical heads or repaired with original manufacturer's parts, to function according to the manufacturer's specifications.
- C. Faulty Valves – Faulty valves shall be replaced with new identical valves or repaired to original manufacturer's specifications.
- D. Clogged Heads – Any head that is not properly functioning shall be examined for material(s) lodged in the head. The head shall be disassembled, cleaned, reassembled, and checked.
- E. Wiring Problems - An underground wire tracer shall be used to locate wiring breaks. Breaks shall be repaired in accordance with all applicable local codes and with waterproof connectors.
- F. Underground Installation repairs – underground main pipe repairs shall be marked with metallic tape or low voltage wires prior to backfill (if applicable). Underground irrigation repairs shall be performed in accordance with applicable codes.
- G. The Contractor shall restore landscape to its original condition, including re-seeding, re-planting shrubs, mulching, and providing straw as needed.
- H. The Contractor shall remove all debris resulting from installation and repair of irrigation systems.
- I. Trenching and Backfilling - Minimum depths shall be measured from the soil surface to the top of the pipe. Piping shall be buried at the following depth – open areas: Main lines – 24", Lateral lines – 18", and under paving – 36" utilizing a 4" sleeve. All backfilled trenched shall be adequately settled, and/or compacted as per code requirements.
- J. Fittings - All PVC pipes shall be cut evenly and wiped clean without any burs or rough edges before fitting. Primer and solvent shall be applied per manufacturer's specifications. The pipe and fitting shall be assembled and allowed to cure according to manufacturer specifications before lines are charged with water.
- K. Threaded Connections – All threaded connections shall be made watertight without leakage. Teflon tape or approved pipe joint compound shall be used where appropriate.

- L. Valves – All valves shall be set at least 18” deep (measured from the soil surface to the top of the valve stem) and positioned so that the top of the valve can be easily removed and serviced. The valve(s) shall be supported from the bottom with a clay or concrete standard brick (2 ¼” x 3 ½” x 7 ¾”) and at least 2- 3 inches of washed ¾” gravel shall be placed below the valve(s). The valve box shall be set to cover all valves so that there is sufficient space to service the valves and also so that the top of the valve box is even with the surrounding grade. At least, two sides of the bottom of the valve box shall be supported with a clay or concrete standard brick. The bottom of the valve box shall be a minimum of 4” above the top of irrigation pipe.
- M. Gate Valves – All gate valves shall be at least 18” deep (measured from the top of the valve casing to the soil surface) and shall have a valve box placed over the valve with the top of the box even with the surrounding grade. The bottom of the valve box shall be a minimum of 4” above the top of the irrigation pipe.
- N. Wiring - Wire shall be color-coded so that the common wire is the same color throughout the site, and the individual zone wires shall be a different color from the common wire. The wire shall be run in the pipe trenches and buried a minimum of 18” deep. Loose wire shall be bundled together with plastic “keepers” or electric friction tape every 24”. At the Authority’s request, the Contractor may have to install wires in metal conduit, or gray PVC electrical conduit. Outdoors from irrigated area to controller, the control wires shall be run through PVC electrical conduit. Two extra wires shall be included in the bundle. Indoors, wiring shall be run through PVC electrical conduit.
- O. Electrical Connections – All electrical connections shall be made with waterproof one-step connectors or approved equivalent. All splices of wiring shall have a valve box installed around the splices. The wiring connections at the valve shall be made so that at least eight (8) extra inches of wire is left for each connection. At least, two sides of the bottom of the valve box shall be supported with a clay or concrete standard brick. The bottom of the valve box shall be a minimum of 4” above the top of the irrigation pipe.
- P. Cleaning of Pipes – All main and lateral lines shall be thoroughly blown out with water before connecting any sprinkler heads.
- Q. Installation of Sprinkler Heads - Heads shall be connected to the lateral lines with flexible pipe and threaded adapters.
- R. Setting and Adjustment of Sprinkler Heads – All heads shall be set so that they can adequately properly cover the area. Heads next to walks or curbs shall be set 4” to 6” away from paving or concrete, and shall be selected for use, according to manufacturer’s recommendations. Heads shall be adjusted to cover the areas according to manufacturer’s specifications.
- S. Buried heads resulting from mulch, soil or other debris shall be raised to proper level.

## **7. INSTALLATION AND RENOVATIONS**

Total system installation and/or renovation of irrigation systems shall be publicly bid and are not part of this contract. Although not part of this contract, the Contractor is encouraged to bid on any new installation and or renovations publicly advertised by the City.

## **8. INSPECTION AND ACCEPTANCE**

Contract administrator shall conduct inspection of the service, for compliance with the specifications and satisfaction in winterization, spring start up and repairs.

## **9. HAZARDOUS CONDITIONS AND SAFETY**

It is the responsibility of the contractor to bring all hazardous situations to the immediate attention of the Contract Administrator.

The Contractor shall promptly report any unusual conditions at the job sites to the Project Administrator. This shall include, but not be limited to damage to the sites, property, trees, shrubs, etc., resulting from negligence, vehicular, storm, or vandalism.

The Contractor shall keep the project work and premises in a safe, neat and clean condition during all work and up through acceptance by the City of Rockville.

It is the responsibility of the Contractor to remove and dispose of debris, daily, from the job site in a legal manner. Contractor shall not use City dumpsters.

Whenever the Contractor leaves a location, the location shall be clean, safe and free of any tools and other materials related to the work.

Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor at no cost to the City, and shall be to the satisfaction of the injured party and the City. All damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

## **10. OPTIONAL SERVICES**

- A. When as a result of winterization, spring start up and inspection, or for other reasons, major repairs, alterations or services on the irrigation systems are found to be necessary, the Contractor shall inspect the work needed and provide a "Not-To-Exceed" written cost estimate to perform the work and a time schedule for completion. For any materials over \$250.00 the contractor shall provide materials cost sheets.
- B. Written estimates must include a brief description of the work estimated labor hours, material costs and estimated completion date. Upon approval of the estimate by the Contract Administrator, the Contractor shall proceed with the work. Labor shall be billed at the hourly rates provided by the Contractor on "Hourly Rates" section of the Bid Proposal Form. Payment for additional work will be made per "GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS" paragraph 24 "PAYMENT".

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 45-15**

**IRRIGATION SYSTEMS MAINTENANCE AND REPAIR**

**BID PROPOSAL FORM**

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE  
TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES FOR IRRIGATION  
SYSTEMS MAINTENANCE AND REPAIR

**A. WINTERIZATION AND SPRING START UP**

ITEM	LOCATION	WINTERIZATION	SPRING START UP	TOTAL
1.	Dogwood Park – System #1	\$	\$	\$
2.	Dogwood Park – System #2	\$	\$	\$
3.	Mark Twain	\$	\$	\$
4.	Mattie J T Stepanek Park	\$	\$	\$
5.	Broome Athletic Park	\$	\$	\$
6.	Courthouse Square Park	\$	\$	\$
7.	Veterans Park	\$	\$	\$
8.	King Farm Park	\$	\$	\$
9.	Civic Center Park	\$	\$	\$
<b>TOTAL – SECTION A</b>				\$

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 45-15**

**IRRIGATION SYSTEMS MAINTENANCE AND REPAIR**

**BID PROPOSAL FORM (continued)**

**B. HOURLY RATES**

ITEM	DESCRIPTION	HOURLY RATE	NUMBER OF HOURS	TOTAL
<b><u>REGULAR HOURS (7:00 AM – 5:00 PM Monday - Friday)</u></b>				
1.	Journeyman	\$	100	\$
2.	Helper	\$	100	\$
<b><u>LABOR RATES – OVERTIME HOURS (5:01 PM – 6:59 AM, Monday - Friday, Weekends &amp; Holidays)</u></b>				
3.	Journeyman	\$	25	\$
4.	Helper	\$	25	\$
<b>TOTAL – SECTION B</b>				\$

**GRAND TOTAL**        \$ \_\_\_\_\_  
(SECTION A + SECTION B above)

**GRAND TOTAL IN WORDS** \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**MATERIALS**

Materials Mark-up \_\_\_\_\_ %  
(Larger components, any items over \$250.00)

Contractor's Normal Business Hour Service Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor's Twenty-four (24) Hour Emergency Service Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**ADDENDA**

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid: \_\_\_\_\_

**W9**

The awarded vendor is also required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

It is the vendor's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Purchasing Division.

**INSURANCE**

If awarded, the Contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with the City of Rockville's Insurance Requirements pages 12-13.

Confirm that you have read the Insurance Requirements and that your firm will be able to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified.

\_\_\_\_\_ **YES**

**EXCEPTIONS**

Do you claim any exceptions to any specification in this bid? If so, please state below.

\_\_\_\_\_  
\_\_\_\_\_

**SUBMITTALS**

The following items shall be submitted with the bid in duplicate (one original and one copy):

- a. Bid Proposal Form, pages 28-33
- b. Reference Form, page 34-35
- c. Affidavit, pages 36-37
- d. Completed W9 form
- e. Metropolitan Washington Council of Governments Rider Clause Form, page 40

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

**IF AN INDIVIDUAL:**

NAME: \_\_\_\_\_

Street and/or P.O. Box			
City	State	Zip Code	Fed ID or SSN
Signature _____ (SEAL)			Date
Print Signature			

WITNESS: \_\_\_\_\_

Signature
Print Signature

**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: \_\_\_\_\_

Street and/or P.O. Box			
City	State	Zip Code	Fed ID or SSN

BY: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Member Signature Date

\_\_\_\_\_  
Print Signature

TITLE: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Signature

**IF A CORPORATION:**

NAME OF CORPORATION: \_\_\_\_\_

\_\_\_\_\_  
Street and/or P.O. Box

\_\_\_\_\_  
City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Signature

TITLE: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Print Signature

**REMITTANCE ADDRESS (if different than above)**

\_\_\_\_\_  
Street and/or P.O. Box

\_\_\_\_\_  
City State Zip Code

**Normal Working Hours:**

CONTACT NAME(S): \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_



**Emergency Calls:**

CONTACT NAME(S): \_\_\_\_\_

TELEPHONE: \_\_\_\_\_



### **REFERENCE FORM**

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications.

The Bidder shall be a competent and experienced Contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of three (3) years. Please furnish a representative list of five (5) projects involving work as specified, including the last 2 jobs completed by your firm.

The bidder shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder. The City may make such an investigation, as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

1. Company Name \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_

Project/Contract Number and Description: \_\_\_\_\_

\_\_\_\_\_

2. Company Name \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_

Project/Contract Number and Description: \_\_\_\_\_

\_\_\_\_\_

3. Company Name \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_

Project/Contract Number and Description: \_\_\_\_\_

\_\_\_\_\_

**LAST TWO CONTRACTS COMPLETED BY YOUR FIRM**

4. Company Name \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_  
Project/Contract Number and Description: \_\_\_\_\_  
\_\_\_\_\_

5. Company Name \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_  
Project/Contract Number and Description: \_\_\_\_\_  
\_\_\_\_\_

## A F F I D A V I T

**I hereby affirm that: I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.**

**I further affirm:      AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State “none,” or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. \_\_\_\_\_

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged

in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

**NON—COLLUSION AFFIDAVIT**

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.**

**Signature and  
Title**

**Date**

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# CONTRACT

## For Machinery, Supplies, and/or Services

# STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE AND SUPPLIER OR CONTRACTOR

[illegible]

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) \_\_\_\_\_

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

**ARTICLE 1.** The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

**ARTICLE 2.** The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

**ARTICLE 3.** The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor Described in the specifications entitled \_\_\_\_\_

**ARTICLE 4.** The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

**ARTICLE 5.** If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

**ARTICLE 6.** The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

**NOTE (A):** The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Masonry Company.

**ARTICLE 7.** The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

**ARTICLE 8.** The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) \_\_\_\_\_  
\_\_\_\_\_ and  
the COUNCIL have caused these presents to be signed and sealed.

For  
Corporations.

Corporation: \_\_\_\_\_

\*By: \_\_\_\_\_ (Seal)  
(Either president or vice-president. If other person is authorized,  
authorization in form of corporate resolution must be attached.)

Witness: \_\_\_\_\_  
(Should be secretary or Asst. secretary.)

\*Corporate seal must be impressed through name of person signing for corporation.

For individuals  
or partnerships.

Name: \_\_\_\_\_ (Seal)  
(Either owner or partner)

Witness: \_\_\_\_\_

**MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**

By \_\_\_\_\_ (Seal)  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk  
Approved as to form and legality

\_\_\_\_\_  
City Attorney

**NOTE (A):** The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.

## Metropolitan Washington Council of Governments Rider Clause

### USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The City Of Rockville shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

#### BIDDER'S AUTHORIZATION TO EXTEND CONTRACT TO:

Yes / No	Jurisdiction	Yes / No	Jurisdiction
	Alexandria, Virginia		Alexandria Public Schools
	Alexandria Sanitation Authority		Arlington County, Virginia
	Arlington County Public Schools		Bowie, Maryland
	Charles County Public Schools		College Park, Maryland
	Culpeper County, Virginia		District of Columbia
	District of Columbia Courts		District of Columbia Public Schools
	District of Columbia Water & Sewer Auth.		Fairfax, Virginia
	Fairfax County, Virginia		Fairfax County Water Authority
	Falls Church, Virginia		Fauquier County Schools & Government, Virginia
	Frederick, Maryland		Frederick County, Maryland
	Gaithersburg, Maryland		Greenbelt, Maryland
	Herndon, Virginia		Loudoun County
	Loudoun County Public Schools		Loudoun County Sanitation Authority
	Manassas, Virginia		City of Manassas Public Schools
	Manassas Park, Virginia		Maryland-National Capital Park & Planning Comm.
	Metropolitan Washington Airports Authority		Metropolitan Washington Council of Governments
	Montgomery College		Montgomery County, Maryland
	Montgomery County Public Schools		Prince George's County, Maryland
	Prince George's Public Schools		Prince William County, Virginia
	Prince William County Public Schools		Prince William County Service Authority
	Rockville, Maryland		Spotsylvania County Schools
	Stafford County, Virginia		Takoma Park, Maryland
	Upper Occoquan Sewage Authority		Vienna, Virginia
	Washington Metropolitan Area Transit Authority		Washington Suburban Sanitary Commission
	Winchester, Virginia		